



## UK Jump City Ltd – BOOKING TERMS AND CONDITIONS

### 1. Introduction

- 1.1 Bookings made through our website, and our and your rights and obligations in relation to such bookings, are governed by these terms and conditions.
- 1.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website.
- 1.3 This document does not affect any statutory rights you may have as a consumer.
- 1.4 These terms and conditions must be read in conjunction with the Waiver rules.

### 2. Interpretation

- 2.1 In these terms and conditions:
  - (a) "we" means UK Jump City Ltd (Jump City), (and "us and "our" should be construed accordingly);
  - (b) "you" means our customer or prospective customer under these terms and conditions (and "your" should be construed accordingly); The Booking Terms and conditions apply to participation by you and the members of your party and accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these Booking Terms and Conditions.
  - (c) "booking" means a booking in respect of a trampoline session, which may be made by you under these terms and conditions; and
  - (d) "force majeure event" means an event that is, or a series of related events that are, beyond our reasonable control.

### 3. Order process

- 3.1 The advertising of bookings on our website constitutes an "invitation to treat" rather than a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.
- 3.3 To make a booking through our website, the following steps must be taken: you must click "make a booking" in relation to the relevant event; if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details; once you are logged in, you must consent to these terms and conditions; you will be transferred to our payment service provider's website, and our payment service provider will handle your payment; we will then send you an initial acknowledgement; and, finally, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order.

- 3.4 You will have the opportunity to identify and correct input errors prior to making your order.

### 4. Prices

- 4.1 Our prices are quoted on our website.
- 4.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.
- 4.3 All amounts stated in these terms and conditions or on our website are stated inclusive of VAT.

### 5. Payments

- 5.1 You must pay the applicable prices for your bookings during the checkout procedure.
- 5.2 Payments may be made by any of the permitted methods specified on our website from time to time.

### 6. Variation of booking

- 6.1 If you would like to change your booking in any way, you should contact us to discuss your requested changes. We reserve the right to accept or reject any changes you may request.
- 6.2 We may change the time and date of an event that is the subject of a booking by giving to you written notice of the change at least 14 days before the event is due to begin. If we notify you of a change to a booking under this Section 6.2, you shall have a right to cancel the booking and receive a full refund of the price paid in respect of the booking, providing that your notice of cancellation must be received by us within 7 days following the date of issue of our notification of the change. If your notice of cancellation is received after the end of that period, you will not be entitled to a refund under this Section 6.2.

### 7. Cancellation of bookings by us

- 7.1 We may cancel a contract under these terms and conditions:
  - (a) at least 14 days before the event in respect of which that contract was made begins.
- 7.2 We will give you written notice of any contract cancellation under this Section 7.
- 7.3 If we cancel a contract under these terms and conditions in accordance with this Section 7, you will be entitled to a full refund of the price paid under that contract.

### 8. Cancellation of bookings by you

- 8.1 Any rights you may have under this Section 8 are additional to your statutory rights.
- 8.2 You may cancel a contract under these terms and conditions:

- (a) at least 14 days before the event in respect of which that contract was made begins, in which case you will be entitled to a refund of 50% of the price paid under that contract; and or
  - (b) at least 14 days before the event in respect of which that contract was made begins, in which case you will be entitled to an exchange at a time that is suitable to both parties.
  - (c) With less than 7 days notice all cancellations will not receive a refund or transfer
- 8.3 In order to cancel a contract under this Section 8, you must submit the cancellation form by post or email using the contract details specified in these terms and conditions.
- 8.4 Save as provided in this Section 8, specified elsewhere in these terms and conditions or mandated by law, you will not receive any refund upon the cancellation of a contract under these terms and conditions.

## **9. Distance contracts: cancellation right**

- 9.1 This Section 9 applies if and only if you offer to contract with us, or contract with us, as a consumer – that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.
- 9.2 You may withdraw an offer to enter into a contract with us through our website, or cancel a contract entered into with us through our website, at any time within the period:
- (a) beginning upon the submission of your offer; and
  - (b) ending at the end of 14 days after the day on which the contract is entered into, subject to Section 9.3. You do not have to give any reason for your withdrawal or cancellation.
- 9.3 You agree that we may begin the provision of services before the expiry of the period referred to in Section 9.2, and you acknowledge that, if we do begin the provision of services before the end of that period, then:
- (a) if the services are fully performed, you will lose the right to cancel referred to in Section 9.2;
  - (b) if the services are partially performed at the time of cancellation, you must pay to us an amount proportional to the services supplied or we may deduct such amount from any refund due to you in accordance with this Section 9.
- 9.4 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 9, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement setting out the decision. In the case of cancellation, you may inform us using the cancellation form that we will make available to you. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 9.5 If you withdraw an offer to contract, or cancel a contract, on the basis described in this Section 9, you will receive a full refund of any amount you paid to us in respect of the offer or contract, except as specified in this Section 9.
- 9.6 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 9.7 We will process the refund due to you as a result of a cancellation on the basis described in this Section 9 without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the cancellation.
- ## **10. Warranties and representations**
- 10.1 You warrant and represent to us that:
- (a) you are legally capable of entering into binding contracts;
  - (b) you have full authority, power and capacity to agree to these terms and conditions; and
  - (c) all the information that you provide to us in connection with your order is true, accurate, complete, current and non-misleading.
- 10.2 We warrant to you that any services we may supply to you under these terms and conditions or in connection with a booking will be supplied with reasonable care and skill.
- 10.3 All of our warranties and representations relating to bookings are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 11.1, all other warranties and representations are expressly excluded.
- ## **11. Limitations and exclusions of liability**
- 11.1 Nothing in these terms and conditions will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
  - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
  - (c) limit any liabilities in any way that is not permitted under applicable law; or
  - (d) exclude any liabilities that may not be excluded under applicable law, and any statutory rights you may have as a consumer will not be excluded or limited by these terms and conditions, except to the extent permitted by law.
- 11.2 The limitations and exclusions of liability set out in this Section 11 and elsewhere in these terms and conditions:
- (a) are subject to Section 11.1; and
  - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 11.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 11.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 11.5 Our aggregate liability to you in respect of a contract under these terms and conditions shall not exceed the greater of:
- (a) the total amount paid and payable to us under that contract.

## **12. Force majeure**

- 12.1 If a force majeure event gives rise to a failure or delay in us performing any obligation under these terms and conditions, that obligation will be suspended for the duration of the force majeure event.
- 12.2 If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing any obligation under these terms and conditions, we shall:
- (a) promptly notify you; and
  - (b) inform you of the period for which it is estimated that such failure or delay will continue.

12.3 If the performance of our obligations under these terms and conditions is affected by a force majeure event, we shall take reasonable steps to mitigate the effects of the force majeure event.

### **13. Variation**

13.1 We may revise these terms and conditions from time to time by publishing a new version on our website.

13.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

### **14. Assignment**

14.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions – providing that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

14.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

### **15. No waivers**

15.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.

15.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any breach of that provision or any other provision of that contract.

### **16. Severability**

16.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

16.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **17. Third party rights**

17.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

### **18. Entire agreement**

18.1 Subject to Section 11.1, these terms and conditions, together with the booking information page on our website, shall constitute the entire agreement between you and us in relation to bookings made through our website, and shall supersede all previous agreements between you and us in relation to such bookings.

### **19. General**

19.1 No variation to these Terms and Conditions shall be binding unless agreed in writing by Jump City.

19.2 Jump City reserves the right to make changes to the Activities for any reason and without notice.

19.3 Any persons using the trampoline park must be 2 years of age and, be accompanied by a responsible consenting adult.

19.4 Any person using the facilities must complete, or have a wavier completed on their behalf. Those participants under 18, or any participant without the capability to complete their own wavier, must ensure a legal guardian has completed a wavier on their behalf.

19.5 Any person causing willful damage to the facilities, fixtures or fittings of Jump City will be liable to pay for the rectification of any damage caused. This includes any damage caused by misuse of equipment and/or failure to comply to supplied guidance.

19.6 Jump City does not accept responsibility for the loss or damage to personal property whilst onsite. This includes vehicles in surrounding car parks or parked on neighbouring roads. Vehicles and their contents are left at their owner's risk.

19.7 Jump City reserve the right to refuse admission to anyone engaging in what is believed to be antisocial or unsafe behaviour. On the basis of health and safety Jump City reserves the right to refuse entry to late arrivals.

19.8 The Activities include all variations of trampolining and participation is not without risk as serious misuse could be fatal. All participants must attend a safety briefing prior to every park session.

19.9 Jump City reserves the right to refuse admittance to participants or to remove a participant from the premises should it be deemed necessary to do so. This includes a participant whose behaviour is considered unsafe, or who is thought to be under the influence of alcohol or drugs. The decision of the Duty Manager will be final.

19.10 After the safety briefing, participants will not be individually supervised by a Court Monitor in the Jump City facility. A responsible adult must remain on site for any child 12 years of age or under. Participating adults must sign a waiver stating that s/he will accept responsibility for the safety of themselves and for supervision of children in their care.

19.11 All trampolines are restricted to a weight limit of 135kg (21.25st/297.5lbs). Participants over this weight limit are not permitted to jump in the park as this represents a considerable risk to the participating individual themselves.

19.12 Participants must be dressed appropriately. Jump City reserves the right to refuse admittance to the park to any participant who is not appropriately dressed. The minimum standard of expectation in dress code includes a vest top and shorts. All participants should ensure they remove all jewellery before participating in any activities.

19.13 All participants are required to wear Jump City's jump socks to increase grip and for hygiene and Health and safety reasons whilst in the park. We regret we cannot allow non Jump City socks to be worn for insurance purposes.

19.14 No refunds or compensation will be payable by Jump City in the event that any participant is not permitted to, refused permission or decides not to, undertake or complete the activities.

## **20. Group and Party Bookings**

- 20.1 In the event that Jump City are providing catering for your group specific dietary requirements must be communicated at the time of booking to ensure these requirements are met where possible. Failure to provide adequate notice of any changes to dietary requirements may lead to an inability to supply said requirements.
- 20.2 Should a group choose to make amendments to their catering options, a minimum of 7 clear days' notice must be provided.
- 20.3 Birthday Parties: The addition or reduction of guests to a birthday party must be completed under the following conditions; the remaining number of guests does not fall below 6, that Jump City has adequate space to accommodate additional participants and finally, all changes are made in accordance to the refund and transfer policy.
- 20.4 Birthday Parties: A party is required to present themselves to a member of staff 30 minutes prior to the confirmed jump time. Rights of admission can be refused at any time in the case of excessive lateness.

## **21. Price and Payment**

- 21.1 Jump City reserves the right to change its prices at any time. As much notice as possible will be given should a change in price occur.
- 21.2 No refunds will be given for transactions made by gift vouchers. Bookings may be transferred in adherence with our transfer policy.
- 21.3 Jump City is responsible for website transactions. Your card details are entered on a secure page using 3d Secure and all transfers are made using SSL.

## **22. Law and jurisdiction**

- 22.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 22.2 Any disputes relating to these terms and conditions shall be subject to the exclusive / non-exclusive jurisdiction of the courts of England.

## **23. Privacy Policy**

- 23.1 By providing my personal information to UK Jump City Ltd (trading as Jump City), I acknowledge and consent that Jump City can collect, use and disclose my personal information for purposes relating to any of its business activities. Jump City is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement. We require this information to understand your needs and provide you with a better service, and in particular for the following reasons - internal record keeping, improving our products and services, and the sending of promotional emails about new products, special offers or other information that we think you may find interesting, using the email address you have provided. Jump City may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 1st Jan 2017

## **24. Statutory and regulatory disclosures**

- 24.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.
- 24.2 These terms and conditions are available in the English language only.
- 24.3 Our VAT number is .

## **25. Jump City Gift Voucher terms and conditions:**

- 25.1 Gift vouchers can be redeemed at Jump City Cheshunt in the United Kingdom. They may be exchanged for goods of a higher price than the face value of the voucher on payment of the difference.
- 25.2 Gift vouchers can be activated with a minimum value of £10 and a maximum load value of £500.
- 25.3 Vouchers are valid for 12 months from date of purchase. The gift voucher expires one year from purchase and cannot be used after that date. After 12 months from the purchase date, any remaining balance will be cancelled.
- 25.4 Vouchers can be used over the telephone (or onsite) to make a booking. Once a booking is confirmed via email, the voucher has been redeemed. If you fail to arrive for your allocated booking the voucher will be cancelled. Jump City will not be held liable or accept claims for exchange, refund or rebooking.
- 25.5 The original Gift Voucher must be surrendered to reception staff when you arrive at the park to validate your voucher and booking.
- 25.6 Gift vouchers must be used for their full value in a single transaction. Any purchase at a lower price, using part of a voucher will result in cancellation of the remaining gift voucher.
- 25.7 Gift vouchers should be treated as cash. Jump City will not accept liability for lost, stolen or damaged cards. They can not be replaced for any reason. Vouchers cannot be refunded or exchanged for cash or other denominated vouchers.
- 25.8 Gift Vouchers cannot be sold to any third parties without our written consent. If we do give our consent, then such consent may be subject to further conditions which we reasonably impose.
- 25.9 When using gift vouchers, the user remains subject to our full terms and conditions.
- 25.10 Jump City reserves the right to amend the terms and conditions of Gift vouchers at any time and to take appropriate action, including the cancellation of the voucher, if, in its discretion, it deems such action necessary. This does not affect your legal rights.

## **26. Our details**

- 26.1 This website is owned and operated by UK Jump City Ltd.
- 26.2 We are registered in England and Wales under registration number 10059507, and our registered office is at 34 Howard Business Park, Howard Close, Waltham Abbey, Essex, England, EN9 1XE
- 26.3 Our principal place of business is at 20 Fairways, New River Trading Estate, Cheshunt, EN80NL.
- 26.4 You can contact us by writing to the address given above by using our website contact form, by telephone on the number given on our website from time to time or by email to the email address given on our website from time to time.